

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M Squared Consulting, Inc.		01/29/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boathouse Capital II LP, as Agent		
<b>Street Address:</b>	200 West Lancaster Avenue		
<b>Internal Address:</b>	Suite 206		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2151899	M2	
<b>Registration Number:</b>	4129417	EXPERTISE AT WORK	
<b>Registration Number:</b>	4004821	M SQUARED	
<b>Registration Number:</b>	4004822	M SQUARED CONSULTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	056020-0000		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	01/30/2015		

CH \$115.00 2151899

**Total Attachments: 6**

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**THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”) DATED AS OF JANUARY 29, 2015 AMONG BOATHOUSE CAPITAL II LP (“SUBORDINATED CREDITOR”), SOLOMONEDWARDSGROUP, LLC, AND EACH OF THE OTHER BORROWERS (THE “BORROWERS”), EDWARD BAUMSTEIN (THE “INDIVIDUAL GUARANTOR”) AND FIRST NIAGARA COMMERCIAL FINANCE, INC. (THE “SENIOR LENDER”) TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JANUARY 9, 2012 BETWEEN THE BORROWERS AND THE SENIOR LENDER, AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.**

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2015 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, this “Agreement”), is made by SolomonEdwardsGroup, LLC, M Squared Consulting, Inc., and Collabus Inc. (collectively, the “Grantors”) in favor of Boathouse Capital II LP, as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, the Grantors are party to that certain Second Lien Loan and Security Agreement, dated as of January 29, 2015 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and among the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

#### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

## **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby collaterally pledges to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right title or interest (collectively, the "Trademark Collateral"): (i) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, logos and other source or business identifiers and designs, whether or not registered, (ii) all registration and applications therefor, including those listed on Schedule A attached hereto, (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

## **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties pursuant to the Loan and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

## **SECTION 4. Intercreditor Agreement**

Notwithstanding anything to the contrary herein, the security interest granted to Agent for the benefit of the Secured Parties pursuant to this Agreement is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to such matters, the terms of the Intercreditor Agreement shall govern and control.

#### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

#### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility, including PDF via email) shall be considered as an “original” signature page for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

GRANTORS

SOLOMON EDWARDS GROUP, LLC

By: 

Name:  
Title:

M SQUARED CONSULTING, INC.

By: 

Name:  
Title:

COLLABRIS INC.

By: 

Name:  
Title:

[Signature Page to Trademark Security Agreement]

AGENT

BOATHOUSE CAPITAL II LP

By: Boathouse Capital II GP LLC, its General Partner



By: Chong Moua  
Name: Chong Moua  
Title: Partner

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005449 FRAME: 0837**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner Name	Mark	Country	Filing Date	App. No.	Reg. Date	Reg. No.
SOLOMONEDWARDSGROUP, LLC		USA	8/23/1999	75782212	November 13, 2001	2507797
M SQUARED CONSULTING, INC.,		USA	10/21/1996	75184105	April 21, 1998	2151899
M SQUARED CONSULTING, INC.,	EXPERTISE AT WORK	USA	11/9/2010	85172512	April 17, 2012	4129417
M SQUARED CONSULTING, INC.,	M SQUARED	USA	5/28/2010	85050630	August 2, 2011	4004821
M SQUARED CONSULTING, INC.,	M SQUARED CONSULTING	USA	5/28/2010	85050667	August 2, 2011	4004822
COLLABRUS INC.	COLLABRUS	USA	4/12/2005	78607212	July 11, 2006	3115367
COLLABRUS INC.	CONSULTANT BILLING INC.	USA	5/19/1998	75487778	September 5, 2000	2384292